

# HAWAIIAN GAZETTE

PUBLISHED AND EDITED BY  
HENRY M. WHITNEY.

HONOLULU:  
WEDNESDAY, APRIL 2, 1873.

BY AUTHORITY.



The Honorable Charles Heath has been appointed by the Board of Health, Treasurers Physician of the Islands of Hawaii, excepting the District of Hilo and Puna.

C. T. WELCH, Secretary.

Interior Office, March 26, 1873.

Messrs. Curtis J. Lyons and J. Monnett have this day been appointed Commissioners of Finance for the District of Kona, Island of Oahu.

EDWARD O. HALL,  
Minister of the Interior.

Interior Office, March 26, 1873.

Mr. Justice Hall has this day been appointed Agent to great Marriage Licences in the District of Waikiki, Island of Oahu.

EDWARD O. HALL,  
Minister of the Interior.

Interior Office, March 26, 1873.

It has pleased His Majesty the King to commission Rev. Jas. M. Kapena as Chief Judge of the Island of Oahu.

EDWARD O. HALL,  
Minister of the Interior.

Interior Office, March 26, 1873.

This is to certify that at an election, held on Monday, March 26th, that A. D. 1873, at the Government School House, Honolulu, the Member of the House of Representatives of the District of Kona (Honolulu), Island of Oahu, Rev. E. Hermann Klockenius was duly elected to that office for the ensuing year.

EDWARD O. HALL,  
Minister of the Interior.

March 26, 1873.

Notice.—The Government Printing Establishment having been leased from the 1st of April, 1873, to Mr. Henry M. Whitney, together with the good will of the "Hawaiian Gazette" and "The Star" newspapers, the responsibility for publishing these newspapers is now his; and all the expenses of printing, paper, ink, &c., for any newspaper expressed in said newspapers, except what may appear under the head of "By Authority."

EDWARD O. HALL,  
Minister of the Interior.

Notice.—Mr. J. O. Curtis is fully authorized to collect all outstanding amounts in favor of the Government, particularly outstanding debts due to the Government, which will be fully acknowledged by this Department.

EDWARD O. HALL,  
Minister of the Interior.

March 26, 1873.

Mr. Z. W. Sarge, of Kona, Hawaii, was appointed an Agent of the Registry Office to certify the known segments to Instruments for the Districts of North and South Kona, Island of Hawaii, on the 26th day of March, A. D. 1873.

THOMAS DURR,  
Registrar of Corporations.

Reg. Off., March 26, 1873.

Approved:

EDWARD O. HALL,  
Minister of the Interior.

Notice to Agents that Mr. J. Kashane has this day been appointed Agent to represent the interest of the Hawaiian Government in the settlement of all boundaries where the Government is a party in the District of Kona, Island of Hawaii, in place of C. L. Parker, deceased, and others, who were agents upon him.

EDWARD O. HALL,  
Minister of the Interior.

March 26, 1873.

The License to practice medicine granted to Dr. A. S. Nichols on the 16th day of March, 1871, from this office has been cancelled this day. Said cancellation to take effect on the first day.

Interior Office,

March 26, 1873.

Mr. Wm. Macfarlane has this day been appointed Agent of Posts for the District of North Kona, Island of Hawaii.

EDWARD O. HALL,  
Minister of the Interior.

March 26, 1873.

The License to practice medicine granted to Dr. A. S. Nichols on the 16th day of March, 1871, from this office has been cancelled this day. Said cancellation to take effect on the first day.

Interior Office,

March 26, 1873.

WEDNESDAY, APRIL 2.

On the 1st of March, the interest of the Government in the publication of this paper ceased, and from this issue, The Hawaiian Gazette becomes an independent journal. In assuming its publication, it may not be out of place for the publisher to say, that he has done so rather reluctantly, and more for the sake of witnessing the consumption of what he and others have written for a score of years—the separation of State and Press—than from any desire to resume active newspaper service, or expectation of profit in it.

The conviction has gained strength of late years that the Government has been weakened by its connection with its press, and that a more independent attitude will tend to strengthen it, both at home and abroad. The foreign population of these Islands, though limited in number, embodies a degree of intelligence and good sense rarely found in the same number of persons in any country. With such a population, all interested in maintaining good government, the Administration can, no doubt, safely rely on always finding support in any measure designed to promote the public good, as all its measures ever should be.

Our political creed has been partially unfolded during the past few weeks that we have had charge of this paper. The platform announced in the last issue—Reciprocity with the United States on fair and honorable terms—is ours, and the one on which we propose to stand. We think we can make it plain that such a treaty will be of permanent advantage to natives as well as foreigners—including every class of agriculturists, merchants, mechanics and laborers. We advocated this measure from its origin in 1867, and no one regretted its defeat more sincerely than did we. Had the treaty then received confirmation, we doubt not that the number of sugar plantations would have been at least five-fold what it now is; that the thousands of acres of land now lying waste would to-day be wasted with rice crops; and that factories would have been erected to produce many of the articles needed in supplying the wants of our population. To accomplish this result our efforts are pledged.

## The British Commissioner's Ball.

The Ball given at the Hawaiian Hotel on Thursday evening, by H. R. M.'s Acting Commissioner, T. H. Davis, Esq., in honor of His Majesty the King, was highly attended and pronounced by some to have been the most brilliant entertainment ever undertaken in Honolulu. The Hotel, on the occasion, was made to present a beautiful exterior, having been tastefully decorated with flags and evergreen boughs, while the audience hall was not less neatly adorned. At the east end a dish had been prepared for the King, in view of which hung the royal standard, while at the opposite end was seen an evergreen bough. "Farewell to the Queen." The bough in front of the building was illuminated with colored lanterns and torches, giving the promised appearance of a fairy grotto.

The counsel for the defendant contends that at the time of the contract, namely, five years, has expired, the defendant's term of service has expired, and that he cannot be ordered back to service; and that the only remedy of the plaintiff is hard labor, for an assault on the plaintiff with a gun obviously and imminently dangerous to life, and that he remained in prison in execution of sentence until his discharge on the 2d day of February last.

The counsel for the defendant contends that at the time of the contract, namely, five years, has expired, the defendant's term of service has expired, and that he cannot be ordered back to service; and that the only remedy of the plaintiff is hard labor, for an assault on the plaintiff with a gun obviously and imminently dangerous to life, and that he remained in prison in execution of sentence until his discharge on the 2d day of February last.

The plaintiff entered into a contract to labor

for the term of five years from the 1st of November, 1863, and in the April Term of the Supreme Court, 1868, he was tried, convicted and sentenced to imprisonment for the term of five years, with hard labor, for an assault on the plaintiff with a gun obviously and imminently dangerous to life, and that he remained in prison in execution of sentence until his discharge on the 2d day of February last.

In Wood vs. Hookin, at the January Term, 1869, a majority of the Court (Allen, C. J., and Austin, J.) took the view that the lapse of time was no bar to the operation of the Statute, Hartwell, J., dissenting. I should not enter into the discussion of this question if that opinion had been required to be given for the disposition of the case, or if it were the sole opinion of a majority of the Court. But the case was then before the Court as at law, and the defendant was discharged because the plaintiff had not kept his part of the contract, so that the views entertained by the Court on points suggested by Counsel were not requisite for the disposal of the case, are not precedent.

I am further induced to state why I still adhere to the view I expressed in that case, for the reason that a principle of law is involved which does not rest on rules of practice or construction which the Court may adopt, but on language in a Statute which seems to me to be clear and peremptory. [See note ad finem.]

The Statute provides that in case of wilful desertion to service, the Justice may commit the servant to prison, "there to remain at hard labor until the expiration of such imprisonment, shall order such offender to be restored to his master to serve him for the remainder of the original term of service and any penal term which may have been added thereto;

provided that such additional term of service shall not extend beyond one year next after the end of the original term of service." Sects. 24 and 25, p. 283 Comp. Penal Code.

The words clearly exclude all power to impose additional penal service exceeding over one year from the end of the original term.

The effect of the legislation which a master is compelled to do is to do any and every thing which he can to have his servant released, and that it does not, after having placed in damages, he ought to be condemned in damages to the person in whose favor he is obliged," etc., etc. Further on in the same section it is provided that "the master may do what he can to have his servant released, and that it does not, after having placed in damages, he ought to be condemned in damages to the person in whose favor he is obliged," etc., etc. Further on in the same section it is provided that "the master may do what he can to have his servant released, and that it does not, after having placed in damages, he ought to be condemned in damages to the person in whose favor he is obliged," etc., etc. Further on in the same section it is provided that "the master may do what he can to have his servant released, and that it does not, after having placed in damages, he ought to be condemned in damages 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